

AGREEMENT

THIS PROFESSIONAL SERVICE CONTRACT, made and entered into by and between the **LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT**, by and through its **LOUISVILLE METRO PUBLIC HEALTH & WELLNESS** herein referred to as **“METRO GOVERNMENT”** or **“LMPHW”**, and **UNIVERSITY PSYCHIATRIC SERVICES, P.S.C.**, (**“CONSULTANT”**), 550 South Jackson Street, Louisville, KY 40202.

W I T N E S S E T H:

WHEREAS, the Metro Government requires psychiatric services, medication regulation, and medication follow-up on selected methadone maintenance patients whom the LMPHW staff determines to need psychiatric evaluation and ongoing care is essential to the operation of the Metro Government in fulfilling its legal responsibilities; and

WHEREAS, the Consultant has been determined by the Metro Government to have the necessary experience, expertise and qualifications to provide those services,

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

I. SCOPE OF PROFESSIONAL SERVICES

A. Consultant shall, at the request of the Metro Government, provide services under the terms of this professional Agreement. The Consultant's work product may be reviewed from time to time by the Metro Government for purposes of determining that the services provided are within the scope of this Agreement.

B. If from time to time Consultant needs to utilize the records or personnel of the Metro Government relative to performing the services required of this Agreement, then Consultant shall notify the proper agent of the Metro Government of this need and

arrangements may be made for that contingency. However, at no time shall the Metro Government make available its resources without the full consent and understanding of both parties.

C. The services of Consultant shall include but not be limited to the following:

1. Consultant shall furnish the services of faculty members and residents ("Physicians") in such capacities as shall be determined and assigned to them as follows:
 - a. Provide psychiatric evaluation, medication regulation and medication follow-up on selected methadone maintenance patients ("Patients") determined by LMPHW Staff to need psychiatric evaluation and ongoing care. The initial interview will include a written report. A psychiatric addiction fellow will be assigned for ongoing psychiatric follow-up.
 - b. Offer four levels of psychiatric and/or psychological assessments to Patients, which can be requested as needed by LMPHW staff, the purpose of which is to provide access to medication for methadone Patients who have already had a psychiatric or clinical evaluation and who are determined to be in need of medication. The four levels of assessment are as follows:
 - i. Level One - Initial psychiatric clinical examination, written report, and medication trial if indicated. Level One provides an entry level into outpatient medication management. The LMPHW is to be notified if medication is or is not indicated and the reasons therefor.
 - ii. Level Two - Ensures adequate medication regulation and consists of up to four or five individual sessions of one-half to one hour as deemed indicated by the Consultant staff.
 - iii. Level Three - Involves regular medication checks and regulation in the clinic on an on-going basis biweekly, or monthly, as determined necessary by the Consultant.
 - iv. Level Four - Emergency Room consultation paid only if written referral from LMPHW staff and/or if LMPHW staff escorts patient to the Emergency Room.
2. Consultant shall devote such time as shall be mutually agreeable with the LMPHW and to consult with the officers, agents, and employees of the LMPHW and others acting on the LMPHW's behalf.

II. FEES AND COMPENSATION

- A.** The Metro Government shall pay Consultant for appropriately documented services rendered in accordance with Paragraph One (1) of this Agreement. The Metro Government agrees to reimburse Consultant for the services rendered under this Agreement as follows:

1. Level One

- a. Psychiatric Evaluation \$150.00 First Evaluation
- b. Two hours with institution of medication (if indicated) \$100.00 Follow-Up
- c. No Show Fee \$50.00

2. Level Two

- a. Ongoing Psychiatric \$100.00 per hour
- b. Care with Medication Regulation \$65.00 per half hour
- c. No Show Fee \$50.00

3. Level Three

- a. Medication Checks \$50.00 per visit
- b. No Show Fee \$10.00

4. Level Four

- a. Emergency Room Consultation \$120.00

The no show fee will only be charged if a patient fails to keep a scheduled appointment with the psychiatrist or psychologist. A patient may change their appointment with twenty-four hours notice.

Consultant agrees to accept Medicaid, Medicare, and/or private insurance payments for services, if such are available.

The total payments and credits under the terms of this Agreement shall not exceed **TWENTY FIVE THOUSAND DOLLARS (\$25,000.00)**.

- B.** Unless otherwise agreed to in writing by the Metro Government, services shall be rendered and payment therefore shall be made at monthly intervals throughout

the duration of this Agreement. Payment shall only be made pursuant to a detailed invoice presented monthly, which invoice shall indicate a descriptive daily accounting of the hours expended in service under the contract and the particular nature of such service. Copies of invoices or receipts for third party charges must be included with the Consultant's invoice when payment is requested. In the event payment is made in lump sum at the end of the service period, Consultant's final invoice shall indicate a descriptive daily accounting of hours expended as described heretofore.

C. The Metro Government shall not reimburse out of pocket expenses under this Agreement.

D. Consultant, to the extent that it provides the same or related services to other parties agrees to pro-rate its billings to the Metro Government which are of benefit to the other parties and to provide documentation to all parties to verify the pro-ration of such billings. In no event will the Metro Government pay bills which are considered to be double billing (i.e. billing two different parties for the same work).

E. Consultant agrees that all outstanding invoices at the end of the fiscal year (June 30) must reach the Metro Government no later than July 15 of the following fiscal year. Consultant agrees that original invoices that are not in Metro Government possession by this time will not be paid and Consultant agrees to waive its right to compensation for services billed under such invoices.

III. DURATION

A. This Agreement shall begin July 1, 2007 and shall continue through and including June 30, 2008.

B. This Agreement may be terminated by submitting thirty (30) days' written notice to the non-terminating party of such intent to terminate. This Agreement may also be terminated by any party, without notice to the non-terminating party, because of fraud, misappropriation, embezzlement or malfeasance or a party's failure to perform the duties required under this Agreement. A waiver by either party of a breach of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

C. In the event of termination, payment for services complete up to and including date of termination shall be based upon work completed at the rates identified in this Agreement. In the event that, during the term of this Agreement, the Metro Council fails to appropriate funds for the payment of the Metro Government's obligations under this Agreement, the Metro Government's rights and obligations herein shall terminate on the last day for which an appropriation has been made. The Metro Government shall deliver notice to Consultant of any such non-appropriation not later than 30 days after the Metro Government has knowledge that the appropriation has not been made.

IV. EMPLOYER/EMPLOYEE RELATIONSHIP

It is expressly understood that no employer/employee relationship is created by this Agreement nor does it cause Consultant to be an officer or official of the Metro Government. By executing this Agreement, the parties hereto certify that its performance will not constitute or establish a violation of any statutory or common law principle pertaining to conflict of interest, nor will it cause unlawful benefit or gain to be derived by either party.

V. RECORDS-AUDIT

Consultant shall maintain during the course of the work, and retain not less than five years from the date of final payment on the contract, complete and accurate records of all of Consultant's costs which are chargeable to the Metro Government under this Agreement; and the Metro Government shall have the right, at any reasonable time, to inspect and audit those records by authorized representatives of its own or of any public accounting firm selected by it. The records to be thus maintained and retained by Consultant shall include (without limitation): (a) payroll records accounting for total time distribution of Consultant's employees working full or part time on the work (to permit tracing to payrolls and related tax returns), as well as canceled payroll checks, or signed receipts for payroll payments in cash; (b) invoices for purchases receiving and issuing documents, and all the other unit inventory records for Consultant's stores stock or capital items; and (c) paid invoices and canceled checks for materials purchased and for subcontractors' and any other third parties' charges.

VI. INSURANCE REQUIREMENTS

Insurance coverage shall be required of Consultant in accordance with Schedule A attached hereto.

VII. HOLD HARMLESS AND INDEMNIFICATION CLAUSE

University Psychiatric Services, PSC agrees to indemnify, hold harmless, and defend the Louisville/Jefferson County Metro Government, its elected and appointed officials, employees, agents and successors in interest from all claims, damages, losses and expenses including attorneys' fees, arising out of or resulting, directly or indirectly, from the consultant (and consultant's practicing Physicians) performance or breach of the contract provided that such claim, damage, loss, or expense is (1)

attributable to personal injury, bodily injury, sickness, death, or to injury to or destruction of property, including the loss of use resulting therefrom, or from negligent acts, errors or omissions and (2) not caused by the negligent act or omission or willful misconduct of the Louisville/Jefferson County Metro Government or its elected and appointed officials and employees acting within the scope of their employment. This Hold Harmless and Indemnification Clause shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Contract.

VIII. REPORTING OF INCOME

The compensation payable under this Agreement may be subject to federal, state and local taxation. Regulations of the Internal Revenue Service require the Metro Government to report all amounts in excess of \$600.00 paid to non-corporate contractors. Consultant agrees to furnish the Metro Government with its taxpayer identification number (TIN) prior to the effective date of this Agreement. Consultant further agrees to provide such other information to the Metro Government as may be required by the IRS or the State Department of Revenue.

IX. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Kentucky. In the event of any proceedings regarding this Agreement, the Parties agree that the venue shall be the state courts of Kentucky or the U.S. District Court for the Western District of Kentucky, Louisville Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Agreement or any rights or

obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

X. AUTHORITY

The Consultant, by execution of this Agreement, does hereby warrant and represent that it is qualified to do business in the State of Kentucky, has full right, power and authority to enter into this Agreement.

XI. CONFLICTS OF INTEREST

Pursuant to KRS 45A.455:

(1) It shall be a breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract, or subcontract, and any solicitation or proposal therefor, in which to his knowledge:

(a) He, or any member of his immediate family has a financial interest therein; or

(b) A business or organization in which he or any member of his immediate family has a financial interest as an officer, director, trustee, partner, or employee, is a party; or

(c) Any other person, business, or organization with whom he or any member of his immediate family is negotiating or has an arrangement concerning prospective employment is a party. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity.

(2) It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment, in connection with any decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling or other determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract and any solicitation or proposal therefor.

(3) It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

(4) The prohibition against conflicts of interest and gratuities and kickbacks shall be conspicuously set forth in every local public agency written contract and solicitation therefor.

(5) It shall be a breach of ethical standards for any public employee or former employee knowingly to use confidential information for his actual or anticipated personal gain, or the actual or anticipated personal gain of any other person.

XII. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter set forth herein and this Agreement supersedes any and all prior and contemporaneous oral or written agreements or understandings between the parties relative thereto. No representation, promise,

inducement, or statement of intention has been made by the parties that is not embodied in this Agreement. This Agreement cannot be amended, modified, or supplemented in any respect except by a subsequent written agreement duly executed by all of the parties hereto.

XIII. OCCUPATIONAL HEALTH AND SAFETY

Consultant agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, 29 U.S.C. 650 *et. seq.*, as amended, and KRS Chapter 338. Consultant also agrees to notify the Metro Government in writing immediately upon detection of any unsafe and/or unhealthful working conditions detected at any Metro-owned property where Consultant performs work under this Agreement. Consultant agrees to indemnify, defend and hold the Metro Government harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

XIV. SUCCESSORS

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

XV. SEVERABILITY

If any court of competent jurisdiction holds any provision of this Agreement unenforceable, such provision shall be modified to the extent required to make it enforceable, consistent with the spirit and intent of this Agreement. If such a provision cannot be so modified, the provision shall be deemed separable from the remaining provisions of this Agreement and shall not affect any other provision hereunder.

XVI. COUNTERPARTS

This Agreement may be executed in counterparts, in which case each executed counterpart shall be deemed an original and all executed counterparts shall constitute one and the same instrument.

XVII. CALCULATION OF TIME Unless otherwise indicated, when the performance or doing of any act, duty, matter, or payment is required hereunder and a period of time or duration for the fulfillment of doing thereof is prescribed and is fixed herein, the time shall be computed so as to exclude the first and include the last day of the prescribed or fixed period of time. For example, if on January 1, Consultant is directed to take action within ten (10) calendar days, the action must be completed no later than midnight, January 11.

XVIII. CAPTIONS The captions and headings of this Agreement are for convenience and reference purposes only and shall not affect in any way the meaning and interpretation of any provisions of this Agreement.

XIX. MISCELLANEOUS Consultant agrees that, in the event it receives from the Metro Government any protected health information, it will not disclose any of that information to any third party and, in that regard, Consultant agrees to comply with the rules and regulations of the Health Insurance Portability and Accountability Act ("HIPAA"), codified in 42 U.S.C. § 1320d and 45 C.F.R. 160-164. Consultant shall hold in strictest confidence all documentation, information, and observations gathered in the performance of this Agreement, and Consultant agrees to sign the Health Department Business Associate Agreement. Consultant further agrees to require any of its subcontractors to both abide by the aforementioned HIPAA prohibitions against the

unauthorized disclosure of confidential and protected health information and to sign the Metro Government's Business Associate Agreement.

The Metro Government and Consultant agree to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et. seq.*) and all implementing regulations and executive orders, and section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 701) and the Kentucky Equal Employment Act of 1978 (K.R.S. § 45.550 to 45.640) and the Americans with Disabilities Act (42 U.S.C. § 12101 *et. seq.*). No person shall be excluded from participation in, be denied the benefits of, or be subject to discrimination in relation to activities carried out under this Agreement on the basis of race, color, age, religion, sex, disability or national origin. This includes provision of language assistance services to individuals of limited English proficiency seeking and/or eligible for services under this Agreement.

Consultant certifies that none of its officers, stockholders, partners, owners or employees is an officer, stockholder, partner, owner or employee of the Louisville Metro Government or its Department of Public Health and Wellness. Consultant agrees to comply with all constitutional, statutory, regulatory and common law requirements adhered to by the Metro Government pertaining to conflicts of interest.

Consultant nor any of its employees or personnel shall speak on behalf of or as a representative of the Metro Government or the Department of Public Health and Wellness without the express authorization of the Director of that Department or his designee.

The Consultant shall reveal any final determination of a violation by the Consultant or subcontractor within the previous five (5) year period pursuant to KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Consultant or

subcontractor. The Consultant shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Consultant or subcontractor for the duration of the contract.


WITNESS the agreement of the parties hereto by their signatures affixed hereon.

**APPROVED AS TO FORM AND
LEGALITY:**


IRV MAZE
JEFFERSON COUNTY ATTORNEY

Date: 8/3/07

**LOUISVILLE/JEFFERSON COUNTY
METRO GOVERNMENT**


DR. ADEWALE TROUTMAN, M.D.,
DIRECTOR, DEPARTMENT FOR PUBLIC
HEALTH AND WELLNESS

Date: 8/9/07

**UNIVERSITY PSYCHIATRIC
SERVICES, P.S.C.**

By: 

Title: President

Date: 9/5/07

Taxpayer Identification No.
(TIN): _____

Louisville/Jefferson County
Revenue Commission Account
No.: _____

SCHEDULE A

INSURANCE REQUIREMENTS

UNIVERSITY PSYCHIATRIC SERVICES PSC agrees to purchase and maintain a Professional Liability insurance policy at a minimum limit of liability of \$1,000,000 for each alleged Wrongful Act, Error or Omission for services performed under this agreement, retroactive to the Effective Date of the Agreement. In the event that this insurance policy is written on a "Claims Made" form, **UNIVERSITY PSYCHIATRIC SERVICES PSC** shall, upon request, furnish evidence that the liability coverage has been maintained for at least one (1) year after expiration of this agreement, either by submitting renewal policy with a Retroactive date of not later than the date of services commenced under this agreement, or by evidence that an Extended Reporting Period Endorsement has been purchased that will apply to any and all claims arising from services performed under this agreement. **UNIVERSITY PSYCHIATRIC SERVICES PSC** shall provide proof of such coverage by submitting a Certificate of Insurance to the Louisville Metro Health Department (to be reviewed and approved by the Louisville Metro's Risk Management Division) and shall provide renewal Certificates of Insurance to the Louisville Metro's Risk Management Division so that continuous coverage is provided during the term of this agreement.

Insurance is to be placed with insurance companies licensed in the State of Kentucky, or by non-admitted carriers in accordance with Kentucky Insurance Law (KRS 304.10-040) or through a self-insured group or captive insurance company which is approved by the Louisville Metro's Risk Management Division.

Certificates of Insurance as requested above shall be furnished to:

Louisville Metro Health Department

400 East Gray Street

Louisville, KY 40201

AND

Louisville/Jefferson County Metro Government

Finance Department, Risk Management Division

611 West Jefferson Street

Louisville, KY 40202

Approval of the insurance by the Louisville Metro's Risk Management Division shall not in any way relieve or decrease the liability of UNIVERSITY PSYCHIATRIC SERVICES PSC providing services hereunder. It is expressly understood that Metro does not in any way represent that the specified limits of liability or coverage or policy forms are sufficient or adequate to protect the interest or liability of UNIVERSITY PSYCHIATRIC SERVICES PSC.